

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of April 19, 2010, at Los Angeles, California, by and between County of Los Angeles (hereafter "County") and Donald H. Blevins (hereafter "Department Head").

WHEREAS, County requires the services of a Chief Probation Officer, and

WHEREAS, Department Head is well qualified to perform such services;
and

WHEREAS, the parties desire to clarify their respective rights and obligations with regard to tenure, compensation, termination benefits, and other terms and conditions of employment;

NOW, THEREFORE, the parties hereto agree as follows:

1. **PERIOD OF EMPLOYMENT.** This Agreement shall become effective on April 19, 2010, and shall continue until terminated as provided in Section 7 of this Agreement. Department Head has completed a background investigation which is satisfactory to the Acting Director of Personnel.

2. **DESCRIPTION OF SERVICES.** Department Head shall perform all of the duties of a Chief Probation Officer provided by law, and such additional duties as may be assigned by the Board of Supervisors.

3. **COMPENSATION.**

A. Salary. Department Head shall be compensated at a salary of \$227,000 per year. Department Head shall also receive salary increases as the Board of Supervisors may, from time to time, approve contingent on competent or better performance.

B. Relocation Expenses. Department Head shall be reimbursed for the reasonable, actual cost of relocating his family and personal residence,

and for temporary rental housing costs and other expenses to secure a residence. Department Head shall also be reimbursed for necessary travel expenses, one-way to the Los Angeles area, not to exceed the limits on travel expenses specified in Section 5.40.060 of the County Code. The total of all reimbursed costs shall not exceed \$25,000. All relocation cost reimbursement, on an item-by-item basis, is subject to approval by the Acting Director of Personnel.

4. **BENEFITS.** Department Head shall be entitled to all benefits now or hereafter provided for those persons occupying positions designated as "L" by Section 6.28.020 B of the County Code.

5. **CONFLICT OF INTEREST.** In addition to complying with all statutory financial disclosure and conflict of interest obligations, Department Head shall not accept employment or income or otherwise obtain a financial interest in, and shall not be financially compensated in any way to endorse or promote the products or services of, any business or vendor which contracts with the Probation Department and the County.

6. **SUSPENSION.** In the event that felony criminal charges are brought against Department Head, County, upon written notice, may suspend Department Head. Thereafter, if the felony charges are dismissed, or if Department Head is acquitted or found "not guilty" of the alleged criminal act, County shall immediately reinstate Department Head. However, if Department Head is convicted of the alleged act, this Agreement shall be deemed terminated as of the date of his initial suspension and the Department Head shall reimburse the County for all salary and benefits, including any termination benefits paid pursuant to Section 8 of this Agreement, paid to Department Head since the date the Department Head was suspended.

7. **TERMINATION.** Either party may cancel this Agreement at any time without cause upon giving written notice to the other party. Upon termination, the Department Head ceases to have the duties and authority of the office.

8. **TERMINATION BENEFITS.** (a) In the event that County terminates this Agreement with or without cause, in addition to those benefits specified by the County Code, Department Head shall be entitled to receive an amount equal to six months' salary at his then current rate. Such amount shall be paid only upon the Department Head's Separation from Service, with payment made on or before the 30th day after such Separation from Service. The Department Head may not designate the taxable year of payment. This termination benefit shall be inapplicable: (1) if Department Head does not complete one year of service as the Chief Probation Officer, prior to such termination; or, (2) if Department Head has been convicted of a felony.

(b) For purposes of this agreement, Separation from Service occurs when Department Head terminates employment (including a termination due to death, disability or retirement) with the County (and any other public entity of which the Los Angeles County Board of Supervisors is the governing body).

(i) A termination from employment will have occurred only if the County and Department Head reasonably anticipate that the level of bona fide services to be performed by Department Head after that date (whether as an employee or as an independent contractor) will permanently decrease to no more than 49% of the average level of bona fide services performed (whether as an employee or as an independent contractor) during the immediately preceding 36-month period or the full period of Department Head's service to the County, whichever is shorter.

(ii) A termination of employment does not occur while Department Head is on a bona fide leave of absence if the period of such leave does not exceed 6 months or, if longer, so long as Department Head retains a right to reemployment with the County under applicable statute, ordinance or contract. A bona fide leave of absence includes military leave, sick leave or other bona fide leave of absence under applicable rules, provided that there is a reasonable expectation that Department Head will return to perform services for the county. If the bona fide leave of absence exceeds 6 months and Department Head does not retain a right to reemployment under applicable statute, ordinance or contract, the employment relationship is deemed to terminate on the first date immediately following that 6-month period. Notwithstanding the foregoing, if a bona fide leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, and where the impairment causes Department Head to be unable to perform the duties of his position of employment or any substantially similar position of employment, a period of 29 months is substituted for the 6-month period otherwise applicable under this provision. For purposes of this section 8(b), for periods during which Department Head is on a bona fide leave of absence and has not otherwise terminated employment, Department Head is treated as providing bona fide services at a level equal to the level of services that Department Head would have been required to perform to receive the compensation paid during that bona fide leave of absence. Periods during which Department Head is on an unpaid bona fide leave of absence are disregarded for the purposes of section 8(b).

9. 409A COMPLIANCE. To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). This Agreement shall be construed in a manner to give effect to such intention.

In no event whatsoever (including, but not limited to, as a result of this Section 9 or otherwise) shall the County be liable for any tax, interest or penalties that may be imposed on Department Head under Code Section 409A. Department Head acknowledges that he has had a reasonable opportunity to consult with independent legal, tax or other counsel in connection with Code Section 409A.

IN WITNESS WHEREOF, the County has caused this agreement to be subscribed by its Acting Director of Personnel and Chief Executive Officer and Department Head has signed this Agreement, the day, month and year first written above.

COUNTY OF LOS ANGELES

By 

Lisa M. Garrett
Acting Director of Personnel

By 

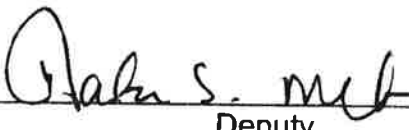
William T. Fujioka
Chief Executive Officer



Department Head

APPROVED AS TO FORM:

ANDREA S. ORDIN
County Counsel

By 

Deputy